



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
DIGITAL ENGINEERING AND IMAGING, INC.  
FOR  
HURRICANE IDA DISASTER RECOVERY DAMAGE ASSESSMENT AND A/E SERVICES**

**WHEREAS**, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Hurricane Ida Disaster Recovery Damage Assessment and A/E Services with **Digital Engineering and Imaging, Inc.**, at the 9/28, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Hurricane Ida Disaster Recovery Damage Assessment and A/E Services.

This **Agreement** is made and entered into on this 21st day of September, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Digital Engineering and Imaging, Inc.**, 527 W. Esplanade Avenue, Suite 200, Kenner, LA, 70065, Phone: (504) 468-6129 represented by Kurt M Evans, P.E. (hereinafter referred to as "**ENGINEER**") do hereby enter into this "**Agreement**" under the following terms and conditions.

The parties recognize, stipulate and agree that Digital Engineering and Imaging, Inc. is, for all purposes under this Agreement, an independent contractor solely responsible for its own means and methods for performance of the work or services stated herein. Digital Engineering and Imaging, Inc. shall perform without supervision by the Parish as an independent contractor and shall not be considered to be an employee, representative, spokesman, agent or servant of the Parish for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the parties hereto that nothing in this **Agreement** shall impose any duty on, or empower Digital Engineering and Imaging, Inc. with any authority, that might be interpreted to make Digital Engineering and Imaging, Inc. a "public employee" under La. R.S. 42:1102. The parties stipulate that Digital Engineering and Imaging, Inc. shall not be deemed a "public employee" under La. R.S. 42:1102.

### **SCOPE OF SERVICES**

The services to be performed by Engineer for Parish under this Agreement ("Services") are set out in **Exhibit A (Statement of Work)**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

### **TERM OF AGREEMENT**

The work required to complete all tasks shall automatically terminate three (3) years from the date of execution, unless extended by **Amendment**.

### **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

### **EXTENSION**

The term of this **Agreement** may be extended for one (1) additional two (2) year term, by written agreement, executed by both **Parties** and subject to approval of the St. John the Baptist Parish Council.

### **PAYMENT TERMS**

In consideration of the services described above, **Parish** hereby agrees to provide compensation to the Engineer in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities for Category B and F, Director of Public Works for Category C and D, and Director of Capital Projects for Category E and G**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

### **INSURANCE**

Engineer shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

### **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director(s)** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **Engineer** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

### **TAXES**

**Engineer** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Engineer's** obligation. **Engineer** is required to provide a completed W-9 form prior to commencement of work.



#### **TERMINATION FOR CAUSE**

The **Parish** may terminate this **Agreement** for cause based upon the failure of the **Engineer** to comply with the terms and/or conditions of this **Agreement**, provided that **Parish** shall give the **Engineer** written notice specifying the **Engineer's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Engineer** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Engineer** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Engineer** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Engineer**.

#### **TERMINATION FOR CONVENIENCE**

**Parish** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Engineer** of its intent to terminate this **Agreement**. The **Engineer** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **Engineer** by **Parish** shall remain the property of **Parish**, and shall be returned by **Engineer** to **Parish**, at **Engineer's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Engineer** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **Parish**, and shall, upon request, be returned by **Engineer** to **Parish**, at **Engineer's** expense, at termination or expiration of this **Agreement**.

#### **NON-ASSIGNABILITY**

**Engineer** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **Parish**. This provision shall not be construed to prohibit the **Engineer** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **Parish**.

#### **AUDITORS**

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Engineer** which relate to this **Agreement**.

#### **NOTICE TO PROCEED**

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

#### **INDEMNITY**

To the fullest extent permitted by law, **Engineer** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **Engineer**.

#### **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **AGREEMENT** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **Engineer** is entering into this agreement in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **Engineer** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, contractor or corporation for any obligations of the **Engineer** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the Contractor, shall not be assigned or subcontracted in whole or in part by the Contractor as to the services to be performed hereunder without the written consent of the **PARISH**.

#### **SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **VENUE**

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Engineer** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

#### **NOTICES**

Digital Engineering and Imaging, Inc.

Hurricane Ida Disaster Recovery Damage Assessment and A/E Services

Page 4 of 22



All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

| If to Parish:  | If to Engineer:   |
|--|---|
| ATTN: Jaclyn Hotard<br>St. John the Baptist Parish<br>1811 W. Airline Hwy.<br>LaPlace, Louisiana 70068 | Digital Engineering and Imaging, Inc.<br>Attn: Robert J Delaune Jr, P.E.<br>527 W. Esplanade Ave, Suite 200<br>Kenner, LA 70065 |

#### **DISCRIMINATION CLAUSE**

The **Engineer** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Engineer** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

##### **Equal Employment Opportunity**

During the performance of this contract, the contractor agrees to abide by 41 C.F.R. Part 60-1.4(b).

##### **Davis Bacon**

Not Applicable for FEMA Public Assistance Grants.

##### **Copeland Anti-Kickback Act**

Not Applicable for FEMA Public Assistance Grants.

##### **Contract Work Hours and Safety Standards Act**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

Digital Engineering and Imaging, Inc.

Hurricane Ida Disaster Recovery Damage Assessment and A/E Services

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The PARISH shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **Rights to inventions made under a contract or agreement**

Not Applicable for FEMA Public Assistance Grants

#### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the PARISH and understands and agrees that the PARISH will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the PARISH and understands and agrees that the PARISH will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds.

#### **Procurement of Recovered Materials**

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **Access to Records**

The Contractor agrees to provide the Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and



records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the Parish and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

#### **DHS Seal, Logo and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **Changes**

No additional changes, enhancements, or modifications to any contract resulting from this BID shall be made without the prior approval of PARISH. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **SIGNATURES ON FOLLOWING PAGE**




**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page one of this document.

**WITNESS:**

  
SIGNATURE

Deshanda Firmin  
PRINT NAME


**WITNESS:**

  
SIGNATURE

Melissa Tassarca  
PRINT NAME

**PARISH:**

ST. JOHN THE BAPTIST PARISH

  
By: Jaclyn Hotard  
Parish President

**ENGINEER:**

Digital Engineering and Imaging, Inc.


  
By: Kurt M. Evans, P.E.  
CEO

Exhibit A  
Statement of Work

**SERVICES**

The ENGINEER shall provide all services listed in the statement of work required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project meetings.

**PROJECT DESCRIPTION**

St. John the Baptist Parish suffered extensive damage on August 29, 2021 to FEMA Categories B through G that includes roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure resulting from Hurricane Ida and needs disaster recovery damage assessment and architectural and engineering services for these categories.

**Task 1 Damage Assessments**

1. Coordinate and conduct damage assessments, review FEMA prepared project worksheets and prepare FEMA project worksheet version requests related to public infrastructure for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure.
2. Data collection management including performing quality control/quality assurance on all photographs and location data collected in the field. Photos of all roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure assessed will be required.
3. As damage assessments are completed the need for surveying and equipment may be required to further document damage to infrastructure. Surveying services will be utilized on an as-needed basis with prior approval in writing from the **Director**. A proposed price for the required surveying will be submitted for review and approval and each survey completed will be subtracted from the proposed not to exceed surveying allowance.
4. As damage assessments are completed the need for geotechnical and materials testing along with the required equipment to complete the work may be required to further document damage to infrastructure. Geotechnical and Materials Testing services will be utilized on an as-needed basis with prior approval in writing from the **Director**. A proposed price for the required geotechnical and materials testing services will be submitted for review and approval and each price geotechnical or materials testing task completed will be subtracted from the proposed not to exceed geotechnical and materials testing allowance.

Digital Engineering and Imaging, Inc.

Hurricane Ida Disaster Recovery Damage Assessment and A/E Services

Page **10** of **22**

5. To efficiently manage the large amount of data and track all damage assessments, sketches, forms, cost estimates, version requests, etc. the Moata Solutions Insight, Inspect and Geospatial Database Platform Solution will be utilized for the Damage Assessments. This software has been utilized on other FEMA disaster assessment projects. The Platform is designed specifically for infrastructure and connects teams and data in real time throughout a project's lifecycle. The web-based solution makes spatial data available to all. Users can self-serve to visualize and edit geospatial data during the damage assessment process. Custom damage assessment forms will be available through the platform that will allow inspection data including GPS locations and pictures to be entered into the database while on site. Progress of the assessments will be tracked in the database and provides document and data management to monitor progress of the project.

#### Task 2 A/E Services

Following completion of Task 1 Damage Assessments, basic engineering services, resident inspection and supplemental services will be provided for developed FEMA PW projects from Task 1. The scope of A/E Services and Fees will be negotiated once the FEMA PW is approved for each respective PW project. An amendment will be prepared to include the additional scope of work and fees for A/E services.

1. Prepare, review and update construction plans and specifications as needed.
2. Develop quality assurance monitoring plan.
3. Prepare and review project schedule.
4. Monitor and assist in coordination of project phasing.
5. Observe construction activities, attend pre-construction meetings, review change order requests, assist in resolving field questions, including:
  - a. Review construction program to avoid delays, expedite construction, and preclude claims.
  - b. Monitor and document construction activities, including without limitation; construction progress, consultant and construction contractor personnel, equipment, and work performed; material quantities in-place by actual measurement and calculation; traffic control and site safety procedures; quality test; application of work forces; the conformance of the work to the construction contractor's schedule and timely prosecution of the work; and the construction of required corrections and testing.



- c. Attend pre-construction meeting and prepare meeting agenda and minutes.
- d. Provide field inspectors experienced for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure construction to be present at the project site when construction work is being performed.
- e. Prepare and submit daily inspection reports and weekly progress reports to provide construction progress data.
- f. Assist in review of CPM schedule.
- g. Review and make recommendations as to submittals, shop drawings, samples, substitute materials and equipment, and value engineering proposals.
- h. Reject non-conforming work and materials.
- i. Evaluate track, and recommend responses to the construction contractor's requests for information and interpreting plans and specification for the project.
- j. Evaluate and maintain field records, and other documentation and data required.
- k. Review request for changes to the contract from the engineer and/or contractor to monitor the development and processing of billings and change orders.
- l. Prepare resolution for change order for execution by Parish and monitor execution of same.
- m. Review monthly payment requests.
- n. Participate in final acceptance walk through and prepare resolution for acceptance of the project.
- o. Review final payment and record drawing(s).
- p. Monitor schedule compliance.
- q. Assist in project acceptance and development of punch list and walk-through prior to recommendation of acceptance.
- r. Assist in transfer of job-related files to the Parish.
- s. Assist in post-construction review.
- t. Appearances before special boards or public hearings.

**Exhibit B**  
**PRICE SCHEDULE**

For each task in Exhibit A, the work is to be initiated only upon receipt of written Notice to Proceed from the Director.

For the services outlined in Exhibit A, the Owner shall pay the Engineer as follows:

|                                    |  |
|------------------------------------|--|
| Task 1 Damage Assessments          | \$ 1,562,053.50*<br>(Hourly Not to Exceed) |
| Surveying                          | \$ 50,000.00 (Not to Exceed)               |
| Geotechnical and Materials Testing | \$ 25,000.00 (Not to Exceed)               |
| Moata Solutions Platform           | \$48,600.00** (Not to Exceed)              |
| Task 2 A/E Services                | To be determined                           |

\*Fee is based on attached Level of Effort

\*\* Fee is for 6 months of Moata Platform Software with access up to 50 users. Fee will be billed monthly at \$8,100.00 per month with no additional mark-up.

Reimbursable Expenses:

|  |                             |
|--|-----------------------------|
| Mileage Reimbursement Allowance at \$0.60 cents per mile | \$ 5,000.00 (Not to Exceed) |
| Total Professional Services Fee for this Agreement       | \$ 1,690,653.50             |

**PAYMENTS**

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

**FUNDS**

Payment to the Engineer under this contract shall be from the damage allowance assessment provided by FEMA to St. John the Baptist Parish for 75% of the costs and St. John the Baptist Parish funds for 25% of the cost.

**EXHIBIT C**  
**Insurance Requirements**

**Engineer** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Engineer** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Engineer** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **Engineer's** Protective Liability (if Engineer is a General Engineer).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.



- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Engineer.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Engineer shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is canceled.

#### LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

**ATTACHMENT A**  
**STANDARD HOURLY RATES SCHEDULE**

**A. STANDARD HOURLY RATES**

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply as specified in Exhibit B: Price Schedule Hourly Not to Exceed Services of the Agreement.

**B. SCHEDULE**

Hourly rates for services performed on or after the date of the Agreement are:

| Category                                 | Billing Rate |
|--|--------------|
| Principal -----                          | \$265.00     |
| Product Manager -----                    | \$240.00     |
| Principal Engineer -----                 | \$220.00     |
| Sr. Project Manager -----                | \$180.00     |
| Sr. Architect -----                      | \$220.00     |
| Architect -----                          | \$160.00     |
| Project Manager/Senior Engineer -----    | \$145.00     |
| Structural Engineer -----                | \$150.00     |
| Electrical Engineer -----                | \$150.00     |
| Engineer -----                           | \$120.00     |
| Engineer Intern (Pre-Professional) ----- | \$110.00     |
| Sr. Technician -----                     | \$115.00     |
| Sr. CAD Technician -----                 | \$99.00      |
| CAD/Drone Inspection -----               | \$90.00      |
| Construction Manager -----               | \$85.00      |
| Sr. Construction Inspector -----         | \$93.00      |
| Construction Inspector -----             | \$81.50      |
| Administrative/Clerical III -----        | \$85.00      |
| Administrative/Clerical II -----         | \$70.00      |
| Administrative/Clerical I -----          | \$50.00      |
| Mileage -----                            | \$0.60/mile  |

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

Rates for specialty sub-consultant services such as surveying, subsurface utility exploration, geotechnical drilling and testing and materials testing shall be as provided on the attached sub-consultant billing schedules with no additional mark-up.

## RIVERLANDS SURVEYING CO., L.L.C.

505 Hemlock Street • LaPlace, LA 70068  
Phone: (985) 652-6356  
800-248-6982  
Fax: (985) 652-3422

Stephen P. Flynn  
Project Manager, P.L.S.

Donna A. Flynn  
President

### SCHEDULE OF RATES AND CHARGES September 16, 2021

| PERSONNEL                       |                 |               |
|---------------------------------|-----------------|---------------|
| Staff                           | Hourly Rate     | Overtime Rate |
| Professional Land Surveyor      | \$ 80.00        |               |
| CAD Technician                  | \$ 50.00        | \$ 68.00      |
| Project Coordinator             | \$ 55.00        | \$ 75.00      |
| Field Coordinator               | \$ 50.00        | \$ 68.00      |
| Clerical                        | \$ 30.00        | \$ 41.00      |
| Survey Party (3-man crew)       | \$ 162.00       | \$ 202.00     |
| Survey Party (2-man w/ robotic) | \$ 162.00       | \$ 202.00     |
| Survey Party (4-man crew)       | \$ 182.00       | \$ 229.00     |
| Survey Party (3-man w/ robotic) | \$ 182.00       | \$ 229.00     |
| GPS system                      | \$ 85.00        | \$ 85.00      |
| Electronic level                | \$ 200.00 (day) |               |
| Travel                          | \$ 90.00        |               |

Hourly rate applies to first 8 hours worked each day, Monday thru Friday.

Overtime rate applies to hours worked in excess of 8 on Monday thru Friday, and all hours worked on Saturday, Sunday and holidays.

Minimum callout 6 hours. Due to the uncertainty of dates required, call outs are subject to the availability of the crews.

Rates charged will be portal to portal from 505 Hemlock Street, LaPlace, Louisiana

Invoices are payable immediately and become past due 14 days after issuance. A service charge will be added on all accounts over 14 days in an amount of 1 ½% per month – annual percentage rate is 18%. If an attorney is employed to enforce collection, you will pay reasonable attorney fees in addition to the amount due on the invoices.

### EXPENSES

(Equipment and Other Direct Costs)

|                        |                                 |
|------------------------|---------------------------------|
| Materials and Supplies | At Cost plus 15%                |
| Reproduction           | At Cost plus 15%                |
| In-house Reproduction  | \$ 1.00 per sheet (up to 24x36) |

### SPECIAL OWNED EQUIPMENT

|   |               |
|---|---------------|
| 1. Large Boat, Motor, Trailer & Accessories ----- | \$ 125.00/Day |
| 2. Small Boat, Motor, & Accessories -----         | \$ 50.00/Day  |
| 3. All Terrain Vehicle & Trailer -----            | \$ 50.00/Day  |





## General Rate Sheet – Effective August 1, 2021

*Subject to change every August for payroll changes in July of every year.*

### GENERAL ENGINEERING RATES

|                             |               |
|-----------------------------|---------------|
| Principal                   | \$350.00/Hour |
| Principal-Engineer          | \$235.00/Hour |
| Sr Project Manager          | \$190.00/Hour |
| Engineering Project Manager | \$165.00/Hour |
| Engineer Intern             | \$125.00/Hour |
| Project Manager             | \$140.00/Hour |
| Sr Landscape Architect      | \$155.00/Hour |
| Landscape Architect         | \$120.00/Hour |
| Environmental Scientist     | \$105.00/Hour |
| Sr Designer/Planner         | \$105.00/Hour |
| Sr Designer/Technician      | \$95.00/Hour  |
| Designer/Technician         | \$95.00/Hour  |

### GENERAL CONSTRUCTION SERVICES RATES

|   |               |
|---|---------------|
| Construction Services Manager           | \$225.00/Hour |
| Program Manager/Coordinator             | \$235.00/Hour |
| Sr Project Manager                      | \$230.00/Hour |
| Project Manager                         | \$175.00/Hour |
| Jr Project Manager/Program Assist       | \$130.00/Hour |
| Jr Project Manager                      | \$100.00/Hour |
| Jr Project Mgr/Communication Specialist | \$110.00/Hour |
| Communication Specialist                | \$95.00/Hour  |
| Inspector/Designer/Technician           | \$85.00/Hour  |

### GENERAL ADMINISTRATIVE RATES

|                            |               |
|----------------------------|---------------|
| Accountant                 | \$160.00/Hour |
| Network Administrator      | \$160.00/Hour |
| Project Control Specialist | \$110.00/Hour |
| Admin Marketing Assist     | \$75.00/Hour  |
| Clerical I                 | \$60.00/Hour  |
| Notarial Signing           | \$100.00/Each |

### EXPENSES

|  |                  |
|--|------------------|
| Prints – Bond Paper                    | \$ 3.39/Sheet    |
| Prints – Vellum                        | \$ 1.50/ Sq. Ft. |
| Prints – Color, Ltr, Lgl, Single Side  | \$ 0.50/Sheet    |
| Prints – Color, Ltr, Lgl, Double Sided | \$ 0.84/Sheet    |
| Prints – Color, 11 x 17, Single Side   | \$ 1.10/Sheet    |
| Prints – Color, 11 x 17, Double Sided  | \$ 2.20/Sheet    |
| Video Camera                           | \$ 25.00/Day     |
| Mileage                                | \$ 0.85/Mile     |
| Hydro/Air Excavator Mileage            | \$5.00/Mile      |

### GENERAL SURVEYING RATES

|                                  |                |
|----------------------------------|----------------|
| One Man Crew                     | \$ 100.00/Hour |
| Two Man Crew                     | \$160.00/Hour  |
| Three Man Crew                   | \$210.00/Hour  |
| Four Man Crew                    | \$265.00/Hour  |
| LIDAR Crew (2 Man)               | \$220.00/Hour  |
| Principal-Engineer/Survey        | \$235.00/Hour  |
| Sr Reg. Land Surveyor            | \$250.00/Hour  |
| Reg. Land Surveyor               | \$155.00/Hour  |
| Sr Project Manager               | \$150.00/Hour  |
| Project Manager                  | \$135.00/Hour  |
| Jr Project Manager/LSI           | \$115.00/Hour  |
| Jr Project Manager/Sr. Designer  | \$120.00/Hour  |
| Sr Designer/Technician           | \$105.00/Hour  |
| Designer/Technician              | \$80.00/Hour   |
| GPS Equipment (Base and Rover)   | \$250.00/Day   |
| 3D High Definition Laser Scanner | \$350.00/Day   |
| Per Diem (If applicable)         | Negotiated     |
| Boat & Motor                     | \$125.00/Day   |
| UTV (minimum 6 hours)            | \$225.00/Day   |

### GENERAL SUBSURFACE UTILITY ENGINEERING RATES

|                            |                |
|----------------------------|----------------|
| SUE Department Manager     | \$235.00/Hour  |
| SUE Senior Project Manager | \$235.00/Hour  |
| SUE Project Manager        | \$155.00/Hour  |
| Assist PM/Field Manager    | \$190.00/Hour  |
| Sr Designer/Technician     | \$100.00/Hour  |
| SUE Tech I                 | \$65.00/Hour   |
| Designating Day Rate:      | \$2,700.00/Day |
| Test Hole Day Rate:        | \$3,200.00 Day |

### Hazardous Waste Surveying

|                                |            |
|--------------------------------|------------|
| Level A/B/C/D – Three Man Crew | Negotiated |
|--------------------------------|------------|

Surveying rates include instruments, tools, vehicles, stakes, and irons, excluding costs of GPS equipment, LIDAR equipment, ATVs, UTV or materials for construction and/or subdivision stakeouts. All are portal to portal.

Any subconsultant and direct expense not included in the above schedule will be subject to a ten percent (10%) service fee. These items normally include geotechnical and wetlands investigations, electrical, mechanical, architectural and SUE subconsultants, aerial photography, scanning and copying services, extraordinary clerical supplies, etc.

All rates provided herein do not apply to trial preparation, depositions, or testimony. These services shall be quoted as a day rate with a retainer paid in advance.

### TERMS NET 15



## Fee Schedule | Construction Materials Testing & Inspection | 2021

### Technical Support Services

| DESCRIPTION  | (per hour) |
|--|------------|
| Sr. Technical Consultant (Construction Services Manager) | \$150.00   |
| Technical/CMT Project Manager                            | \$90.00    |
| Senior Engineering Technician                            | \$65.00    |
| Construction/Debris Monitoring                           | \$60.00    |
| Project Engineering Technician (Regular Time, Field)     | \$55.00    |
| Clerical   | \$45.00    |

### Non-Destructive Testing

| DESCRIPTION  | (see descrip) |
|--|---------------|
| Vibration Monitoring Equipment (per day)                                     | \$50.00       |
| Cross-Hole Sonic Logging (CSL)   | upon request  |
| Floor Flatness Testing (per square foot)                                     | \$0.15        |
| Floor Flatness Equipment (per day)   | \$100.00      |
| Floor Flatness Report (per visit)  | \$250.00      |
| Anchor Bolt Proof Test (includes site visit, test, and reporting) (per test) | \$2,000.00    |

### Material Testing and Quality Control

| DESCRIPTION   | (see descrip) |
|---|---------------|
| Nuclear Moisture Density Field Tests (minimum 4 tests) (per test)                                       | \$40.00       |
| Asphalt or Concrete Coring - Min. Mob., 1 Core (min.)   | \$220.00      |
| Asphalt or Concrete Coring - Per Core Above Minimum, Less than 8 inch thickness, 4 inch dia. (per core) | \$75.00       |
| Asphalt or Concrete Coring - Coring deeper than 8 inch thickness, 4 inch diameter (per inch)            | \$12.00       |
| Asphalt Density & Thickness Testing (per test)  | \$85.00       |
| Timber Pile Inspection at Plant (per linear feet)   | \$0.30        |
| Timber Pile Inspection at Plant - Travel (per mile)   | \$0.60        |
| Asphalt or Concrete Field Testing (per hour)  | \$55.00       |
| Driven Pile or Vibration Monitoring (per hour)  | \$55.00       |
| Concrete Cylinder/Sample Loading & Transport (within 30 miles of office) (per trip)                     | \$100.00      |
| Compression Strength Testing (Concrete) with Cylinders made by Gulf South (each)                        | \$18.00       |
| Compression Strength Testing (Concrete) with Cylinders made by Others (each)                            | \$22.00       |
| Additional Concrete Slump test (each) <sup>1</sup>  | \$20.00       |
| Additional Concrete Air Content test (each) <sup>1</sup>  | \$32.00       |

<sup>1</sup> Concrete slump and air content test performed in addition to test cylinder sets

### Related Expenses

| DESCRIPTION   | (see descrip) |
|---|---------------|
| Mileage (per mile)                                    | \$0.60        |
| Well Sampling Equip. (generator, purge pump, bailers) | upon request  |
| Inclinometer Equipment                                | upon request  |
| Lodging Per Diem (man-nights)                         | \$150.00      |
| Pickup Truck (per day)                                | \$60.00       |

NOTE: HOURLY RATES APPLY TO ALL FIELD TIME, PORTAL TO PORTAL

OVERTIME RATES ARE 1.5X STANDARD RATES

OVERTIME RATES APPLY FOR TIME IN EXCESS OF 8 HOURS PER DAY, 40 HOURS PER WEEK, SATURDAYS, SUNDAYS AND/OR HOLIDAYS

MINIMUM CALLOUT = \$250.00 (4 HOURS OR LESS)

info@gulfsoutheng.com • Kenner 504.305.4401 • Gonzales 225.450.3361



## Fee Schedule | Drilling Services | 2021

### Field Exploration Services: Mobilization

| DESCRIPTION   | (see descrip.) |
|---|----------------|
| Truck-Mounted Drill Rig & Crew (per mile)             | \$5.00         |
| ATV-Mounted Equipment & Crew (per mile)               | \$6.50         |
| ATV Water Buggy (per mile)                            | \$6.50         |
| CPT Truck Rig (lump sum)                              | \$1,500.00     |
| Geoprobe Rig (lump sum)                               | \$2,000.00     |
| Drill Crew Only (3 men, per mile)                     | \$4.50         |
| Min. Mobilization - Truck or ATV Equipment (lump sum) | \$750.00       |

### Field Exploration Services: Drilling

| Sampling at 5 ft. on Center - Tube or SPT (per foot) |         |
|--|---------|
| 0 to 50 ft.  | \$17.00 |
| 51 to 100 ft.  | \$19.00 |

| Continuous Sampling - Tube or SPT (per foot) |         |
|--|---------|
| 0 to 20 ft.                                  | \$20.00 |
| 21 to 40 ft.                                 | \$23.00 |
| 41 to 60 ft.                                 | \$28.00 |
| 61 to 80 ft.                                 | \$35.00 |

| Drilling with No Sampling (per foot) |         |
|--------------------------------------|---------|
| 0 to 50 ft.                          | \$11.00 |
| 51 to 100 ft.                        | \$13.00 |
| 101 to 150 ft.                       | \$16.00 |

| Borehole Grouting Sealing (per foot) |        |
|--------------------------------------|--------|
| 4-in. diameter borehole              | \$6.00 |
| 6-in. diameter borehole              | \$7.50 |
| 8-in. diameter borehole              | \$8.50 |

|   |          |
|---|----------|
| Active or Standby Drilling Time (Rig & 3 Men, per hour) | \$300.00 |
|---|----------|

NOTE: MINIMUM CHARGE PER DRILLED BORING (EACH): \$350.00

### Related Expenses

| DESCRIPTION  | (see descrip.) |
|--|----------------|
| High Pressure Cleaner (per day)                            | \$250.00       |
| Materials and/or Outside Services                          | cost + 20%     |
| Per Diem (3 man crew, per day)                             | \$350.00       |
| Pavement Coring (per boring, less than 8 in. thick paving) | \$250.00       |
| Casing (4-in. diameter, per foot, max. 20 ft. deep)        | \$15.00        |
| Casing (6-in. diameter, per foot, max. 20 ft. deep)        | \$17.00        |
| Casing (8-in. diameter, per foot, max. 20 ft. deep)        | \$22.00        |

info@gulfsoutheng.com • Kenner 504.305.4401 • Gonzales 225.450.3361





## Fee Schedule | Laboratory Testing – Geotechnical | 2021

| DESCRIPTION  | (each)   |
|--|----------|
| Unconfined Compressive Strength Testing*   | \$58.00  |
| Triaxial - Unconsolidated Undrained*   | \$85.00  |
| Triaxial - Con. Undrained; Pore Pressure Measurement*                            | \$400.00 |
| Triaxial - Consolidated Drained*   | \$650.00 |
| Remolded Sample*   | \$16.00  |
| Atterberg Limit Determination*   | \$65.00  |
| Moisture Content Determination   | \$15.00  |
| Unit Weight Determination  | \$15.00  |
| Porosity (calculated)  | \$15.00  |
| Specific Gravity Determination   | \$90.00  |
| Particle Size Analysis (2 in. through 200 Sieve)                                 | \$55.00  |
| Particle Size Analysis (1/4 in. through 200 Sieve)                               | \$45.00  |
| Particle Size Wash 200 Sieve   | \$40.00  |
| Particle Size Analysis (with Hydrometer)   | \$100.00 |
| Compression Strength Testing (Concrete) with Cylinders made by Gulf South (each) | \$18.00  |
| Compression Strength Testing (Concrete) with Cylinders made by Others (each)     | \$22.00  |

\* = one point per test

| DESCRIPTION   | (each)     |
|---|------------|
| Consolidation Test without Hysteresis Loop              | \$550.00   |
| Consolidation Test with Hysteresis Loop                 | \$700.00   |
| Swell or Volumetric Pressure (Remolded Sample)          | \$350.00   |
| Swell or Volumetric Pressure (Undisturbed Sample)       | \$250.00   |
| Flex Wall - Triaxial Permeability                       | \$550.00   |
| Fixed Wall Permeability                                 | \$400.00   |
| Single Ring Infiltrometer Test (Max. 5 days per test)   | \$2,500.00 |
| Compaction Test (Std. or Modified Proctor - 4 in. mold) | \$175.00   |
| Compaction Test (Std. or Modified Proctor - 6 in. mold) | \$195.00   |
| Minimum and Maximum Density (Relative)                  | \$225.00   |
| CBR (set of three cylinders) with plot                  | \$375.00   |
| Lime Percentage Determination (Mixing & Molding)        | \$45.00    |
| Soil Cement Mixing & Molding for Compressive Strength   | \$60.00    |
| pH Determination  | \$15.00    |
| Shrinkage Limit Determination                           | \$95.00    |
| Organic Content   | \$65.00    |
| Soil Resistivity (Lab)                                  | \$75.00    |
| Soil Resistivity (Wenner 4-pin Method - Field)          | \$500.00   |

A surcharge of 20% will be added to all fees for testing of samples not collected by Gulf South Engineering and Testing, Inc.

info@gulfsoutheng.com • Kenner 504.305.4401 • Gonzales 225.450.3361

### RESOLUTION

BE IT RESOLVED by the Board of Directors of Digital Engineering & Imaging, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that Kurt M. Evans, P.E., CEO of the Corporation, Thomas P. Hickey, President of the Corporation, L. Bruce Newton, Executive Vice President, Frank T. Liang, Vice President, or Robert J. Delaune Jr, Vice President of the Corporation be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services.

### CERTIFICATE

I, Thomas P. Hickey, President of Digital Engineering & Imaging, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 18th day of December 2020; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this  
10th day of September, 2021

  
\_\_\_\_\_  
President

